CITY OF Owensboro

Mark Pfeifer, City Attorney
mark.pfeifer@owensboro.org
270-687-8556

101 E. 4th Street, P.O. Box 10003
Owensboro, KY 42302-9003
www.owensboro.org

January 7, 2026

Sent via Email only: ***cmkassinger9923@gmail.com***

Chad Kassinger
8875 St. Route 54
Whitesville, KY

RE: Open Records Request

Dear Mr. Kassinger:

We recently received your request in the legal department seeking information regarding Flock safety ALPR systems.

Attached please find the Flock Safety Order Form, Customer Agreement and purchase order report provided by our Purchasing Department, and the Standard Operating Procedures provided by the Owensboro Police Department.

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

Mark Pfeifer
City Attorney

MP/kt
Enc.

Docusign Envelope ID: 62FB65F8-96C8-4C52-9EFA-56EF8CF5C2AE

Flock Safety + KY - City of Owensboro PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Blaine Thomas
blaine.thomas@flocksafety.com
314-780-4602

flock safety

Docusign Envelope ID: 62FB65F8-96C8-4C52-9EFA-56EF8CF5C2AE

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	KY - City of Owensboro PD	Initial Term:	24 Months
Legal Entity Name:	KY - City of Owensboro PD	Renewal Term:	24 Months
Accounts Payable Email:	accountspayable.it@owensboro.org	Payment Terms:	Net 30
Address:	222 E 9Th St Owensboro, Kentucky 42303	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$12,000.00**
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	$150.00	4	$600.00

Subtotal Year 1:	$12,600.00
Annual Recurring Subtotal:	$12,000.00
Estimated Tax:	$0.00
Contract Total:	$24,600.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

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Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$12,600.00
Annual Recurring after Year 1	$12,000.00
Contract Total	$24,600.00

*Tax not included

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Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

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By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: Signed by: Mark Smith AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 7/21/2025

Customer: KY - City of Owensboro PD

By: Signed by: Art Ealum, Jr. AD74B144BE30446...

Name: Art Ealum, Jr.

Title:

Date: 7/21/2025

PO Number:

flock safety

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: Owensboro, KY. Police DepartmentC

Address: 222 E 9th St.
Owensboro, KY 42301

Contact Name: Chief Arthur Ealum

Phone: 270-687-8888

E-Mail: ealumae@owensboro.org

Expected Payment Method: Check

Billing Contact: City of Owensboro Police Dep
(if different than above)
270-687-8830

kellerbe@owensboro.org

Initial Term: 24 Months
Renewal Term: 24 Months

Pilot period: First 30 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period.
Billing Term: Annual payment due Net 30 per terms and conditions

Name	Price	QTY	Subtotal
(Includes one-time fees)			
Flock Falcon Camera	$2,500.00	13	$32,500.00
Implementation Fee (Public)	$125.00	13	$1,625.00
		Year 1 Total	**$34,125.00**

flock safety

Recurring Total:	$32,500

Special terms:

- 50% Off Install

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc

By: Alex Latraverse
Name: Alex Latraverse
Title: VP of Growth
Date: 06/30/2021

Customer:

By: Arthur Ealum
Name: City of Owensboro Police Dept
Title: Chief of Police
Date: 08/04/2021

flock safety

GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block below ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Service creates images and recordings of suspect vehicles (**"Footage"**) and can provide notifications to Agency upon the instructions of Non-Agency End User (**"Notifications"**);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock's records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering ("Purpose").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Authorized End User***" shall mean any individual employees, agents, or contractors of Agency accessing or using the Flock Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 "***Agency Data***" will mean the data, media and content provided by Agency through the Flock Services. For the avoidance of doubt, the Agency Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 "***Documentation***" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 "***Embedded Software***" will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 "***Flock IP***" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 "***Footage***" means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.

1.7 "***Hardware***" shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "***Hardware***" excludes the Embedded Software.

1.8 ***"Implementation Fee(s)"*** means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.

1.9 "***Installation Services***" means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.10 "***Flock Services or Services***" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.11 ***"Non-Agency End User"*** means a Flock's non-Agency customer that has elected to give Agency access to its data in the Flock system.

1.12 ***"Non-Agency End User Data"*** means the Footage, geolocation data, environmental data and/or notifications of a Non-Agency End User.

1.13 "***Unit(s)***" shall mean the Hardware together with the Embedded Software.

1.14 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Flock Services and Hardware.

1.15 "***Support Services***" shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.

1.16 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term (as defined in Section 6.1) and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username ("***User ID***"). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web
Interface which the Flock Services makes available to Agency and Authorized End Users WARRANTIES PROVIDED BY SUCH THIRD PARTIES, ARE THE AGENCY'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term in connection with its use of the Flock Services as contemplated herein, and under Section 2.4, below.

2.4 **Usage Restrictions.** The purpose for usage of the Hardware, Documentation, Services, support, and the Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("***Permitted Purpose***"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

2.5 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 **Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Flock Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 *Designated Locations.* Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location

allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan ("***Reinstalls***") driven by Agency's request will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 *Agency's Installation Obligations.* Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work, The "***Agency Installation Obligations***" include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, etc.), such costs to be approved by the Agency. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 *Flock's Installation Obligations.* The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock's access to Footage after the initial installation which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 *Security Interest.* The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall

have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support. If Agency chooses to self-install Hardware or install Hardware on a mobile location, Flock shall make reasonable commercial efforts to provide On-Site Services, if permissible. Agency shall not be entitled to reimbursement, tolling, or credit for any lapse in Services associated with the Unit malfunction due to installation on mobile locations (i.e. trailers). Agency shall be subject to Reinstall Fees for re-positioning Units on mobile locations, or subsequent installation on Flock or other stationary poles.

2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11 **Changes to Platform**. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its customers, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency's Installation Obligations, or otherwise from Agency's use of the Services, Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 **Confidentiality.** Each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency and Non-Agency End User Data.** As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the "***Aggregated Data***"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 **Fees.** Agency will pay Flock the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of invoice, after successful validation of the Units. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card. The first month of Flock Services corresponding to the first Usage Fee payment will begin upon the first installation of Hardware. For Agencies who purchase ten (10) or more Units, in the event that only a portion of the Units are installed at the first installation with additional Units to be installed at a later date, Usage Fees shall be calculated on a pro rata basis corresponding to the then-installed Units. Agencies will be invoiced for the additional Units immediately upon installation of the remaining Units.

5.2 **Changes to Fees.** Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. To the extent allowable by law or Agency regulations pertaining to tax-exempt entities, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.4 **No-Fee Term Access.** Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for thirty (30) days (***"No Fee Term"***) to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. Agency agrees to pay the Initial Fees and Usage Fees according to Section 5.1 and will receive Flock's complimentary access to the Flock Service and

Footage for no additional cost. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. The complimentary No-Fee Term access to Flock Services shall survive the expiration or termination of this Agreement for five (5) years unless Agency provides written notice of the intent to cancel access to Flock Services.

6. TERM AND TERMINATION

6.1 **Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Initial Term***"). ***Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form*** (each, a "***Renewal Term***", and together with the Initial Term, the "***Service Term***") ***unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.***

6.2 **Agency Satisfaction Guarantee**. At any time during the agreed upon term, an Agency not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal and labor, said cost not to exceed $500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the Agency will be effective immediately. Flock will remove all equipment at Flock's own convenience, within a commercially reasonable period upon termination. Advance notice will be provided.

6.3 **Termination.** In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 **Effect of Termination.** Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 **No-Fee Term.** The initial No-Fee Term will extend, after entering into this Agreement, for thirty (30) days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Hardware or Embedded Software (a "**Defect**"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their

sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT .THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 **Insurance.** Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

7.6 **Force Majeure.** Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT

LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 **Indemnity.** Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 **Data Preservation.** The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 **Costs and Attorneys' Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in the State of Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Atlanta, Georgia by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 **Publicity.** Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

flock safety

EXHIBIT A

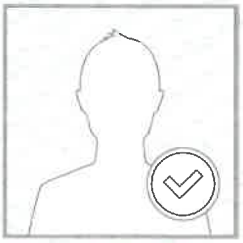
Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

Signature Certificate

Document Ref.: RQF8B-649MZ-VCANG-4ZUWJ

Document signed by:

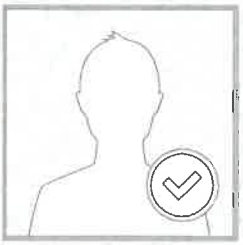


Alex Latraverse

Verified E-mail:
lat@flocksafety.com

IP: 76.97.107.29 Date: 03 Aug 2021 19:33:47 UTC

Alex Latraverse



Arthur Ealum

Verified E-mail:
ealumae@owensboro.org

IP: 173.197.234.34 Date: 03 Aug 2021 19:51:03 UTC

Arthur Ealum

Document completed by all parties on:
03 Aug 2021 19:51:03 UTC

Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.

Purchase Order Report

G/L Date Range 03/28/22 - 07/24/25
Sort by Department - Vendor - Purchase Order Number
Detail Listing

Vendor **19295 - Flock Group, Inc**

Purchase Order	2026-00000061	G/L Date	07/24/2025	Amount	12,600.00
Description	Flock Safety LPR, fka Falcon	Deliver by Date		Voided	.00
Department	IT12 IT, Infrastructure	Printed Date	07/25/2025	Discounted	.00
Vendor	19295 - Flock Group, Inc	Completed Date	10/08/2025	Expensed	12,600.00
Type	City Small Purch	Expiration Date		Remaining	.00
Status	Complete			Encumbered	.00

Item 1	*Description*	Computer - Flock Safety LPR, fka Falcon	*Status*	Complete	*Amount*	12,600.00
	Quantity	1.0000	*Vendor Part Number*		*Voided*	.00
	U/M	Each	*Contract Number*		*Discounted*	.00
	Price per Unit	12,600.00	*Discount*	0%	*Expensed*	12,600.00
					Remaining	.00
					Encumbered	.00

G/L Account	*Project*	*Amount*
001.041.043-50100.032 (General Fund.Police.Support Services-Mtc Software)		12,600.00

Vendor **19295 - Flock Group, Inc**

Purchase Order	2022-00000418	G/L Date	03/28/2022	Amount	34,125.00
Description	Flock Falcon Cameras and implemenation fees for OPD	Deliver by Date		Voided	.00
Department	OPD10 OPD, Administration	Printed Date	03/28/2022	Discounted	.00
Vendor	19295 - Flock Group, Inc	Completed Date	03/28/2022	Expensed	34,125.00
Type	City Sole Src	Expiration Date		Remaining	.00
Status	Complete			Encumbered	.00

Item 1	*Description*	Equipment-capital asset - Standard implementation & installation of Flock cameras	*Status*	Complete	*Amount*	1,625.00
	Quantity	13.0000	*Vendor Part Number*		*Voided*	.00
	U/M	Each	*Contract Number*		*Discounted*	.00
	Price per Unit	125.00	*Discount*	0%	*Expensed*	1,625.00
					Remaining	.00
					Encumbered	.00

G/L Account	*Project*	*Amount*

001.041.001-51000.005 (General Fund.Police.Administration-Capital Equipment)	812.50
203.041.001-51000.005 (State Drug Fund.Police.Administration-Capital Equipment)	812.50

Item 2	*Description*	Equipment-capital asset - Flock Falcon Camera	*Status*	Complete	*Amount*	32,500.00
	Quantity	13.0000	*Vendor Part Number*		*Voided*	.00
	U/M	Each	*Contract Number*		*Discounted*	.00
	Price per Unit	2,500.00	*Discount*	0%	*Expensed*	32,500.00
					Remaining	.00
					Encumbered	.00

G/L Account	*Project*	*Amount*
001.041.001-51000.005 (General Fund.Police.Administration-Capital Equipment)		16,250.00
203.041.001-51000.005 (State Drug Fund.Police.Administration-Capital Equipment)		16,250.00

Purchase Order	2023-00000550	G/L Date	06/30/2023	Amount	32,500.00
Description	Flock Falcon Camera service fees	Deliver by Date		Voided	.00
Department	OPD10 OPD, Administration	Printed Date	07/19/2023	Discounted	.00
Vendor	19295 - Flock Group, Inc	Completed Date	06/30/2023	Expensed	32,500.00
Type	City Sole Src	Expiration Date		Remaining	.00
Status	Complete			Encumbered	.00

Item 1	*Description*	Software Maintenance - Flock Falcon Camera annual service	*Status*	Complete	*Amount*	32,500.00
	Quantity	1.0000	*Vendor Part Number*		*Voided*	.00
	U/M	Each	*Contract Number*		*Discounted*	.00
	Price per Unit	32,500.00	*Discount*	0%	*Expensed*	32,500.00
					Remaining	.00
					Encumbered	.00

G/L Account	*Project*	*Amount*
001.041.043-50100.032 (General Fund.Police.Support Services-Mtc Software)		32,500.00

Purchase Order Report

G/L Date Range 03/28/22 - 07/24/25
Sort by Department - Vendor - Purchase Order Number
Detail Listing

Purchase Order	2024-00000410	G/L Date	04/18/2024	Amount	45,000.00
Description	Annual Software Maintenance on Flock Cameras	Deliver by Date		Voided	.00
Department	OPD10 OPD, Administration	Printed Date	04/24/2024	Discounted	.00
Vendor	19295 - Flock Group, Inc	Completed Date	06/07/2024	Expensed	45,000.00
Type	City Sole Src	Expiration Date		Remaining	.00
Status	Complete			Encumbered	.00

Item 1

Description	Software - Annual Software Maintenance on Flock Cameras	*Status*	Complete	*Amount*	6,000.00
Quantity	2.0000	*Vendor Part Number*		*Voided*	.00
U/M	Each	*Contract Number*		*Discounted*	.00
Price per Unit	3,000.00	*Discount*	0%	*Expensed*	6,000.00
				Remaining	.00
				Encumbered	.00

G/L Account	*Project*	*Amount*
001.041.043-50100.032 (General Fund.Police.Support Services-Mtc Software)		6,000.00

Item 2

Description	Software - Annual Software Maintenance on Flock Cameras	*Status*	Complete	*Amount*	39,000.00
Quantity	13.0000	*Vendor Part Number*		*Voided*	.00
U/M	Each	*Contract Number*		*Discounted*	.00
Price per Unit	3,000.00	*Discount*	0%	*Expensed*	39,000.00
				Remaining	.00
				Encumbered	.00

G/L Account	*Project*	*Amount*
001.041.043-50100.032 (General Fund.Police.Support Services-Mtc Software)		39,000.00

Purchase Order	2025-00000387	G/L Date	03/27/2025	Amount	39,000.00
Description	Renewal - KY- Owensboro PD - 2024: Year 2 of 24 Month Term, 2025	Deliver by Date	03/31/2025	Voided	.00
Department	OPD10 OPD, Administration	Printed Date	04/01/2025	Discounted	.00
Vendor	19295 - Flock Group, Inc	Completed Date	04/01/2025	Expensed	39,000.00

Type	City Sole Src	Expiration Date		Remaining	.00
Status	Complete			Encumbered	.00

Item 1	*Description*	Software Maint Agreements - Renewal - KY- Owensboro PD - 2024: Year 2 of 24 Month Term, 2025	*Status*	Complete	*Amount*	39,000.00
	Quantity	13.0000	*Vendor Part Number*		*Voided*	.00
	U/M	Each	*Contract Number*		*Discounted*	.00
	Price per Unit	3,000.00	*Discount*	0%	*Expensed*	39,000.00
					Remaining	.00
					Encumbered	.00

G/L Account	*Project*	*Amount*
001.041.043-50100.032 (General Fund.Police.Support Services-Mtc Software)		39,000.00

Purchase Order	2025-00000393	G/L Date	04/03/2025	Amount	6,000.00
Description	Flock Safety LPR, fka Falcon Year 1 of 12 Mth Term, 2025 - 2026	Deliver by Date	03/30/2025	Voided	.00
Department	OPD10 OPD, Administration	Printed Date	04/04/2025	Discounted	.00
Vendor	19295 - Flock Group, Inc	Completed Date	06/04/2025	Expensed	6,000.00
Type	City Sole Src	Expiration Date		Remaining	.00
Status	Complete			Encumbered	.00

Item 1	*Description*	Software Maint Agreements - Year 1 of 12 Mth Term, 2025 - 2026	*Status*	Complete	*Amount*	6,000.00
	Quantity	2.0000	*Vendor Part Number*		*Voided*	.00
	U/M	Each	*Contract Number*		*Discounted*	.00
	Price per Unit	3,000.00	*Discount*	0%	*Expensed*	6,000.00
					Remaining	.00
					Encumbered	.00

G/L Account	*Project*	*Amount*
001.041.043-50100.032 (General Fund.Police.Support Services-Mtc Software)		6,000.00

Owensboro Police Department Policy Manual		Standard Operating Procedure
Effective Date February 1, 2022		OPD.SOP.17.35 License Plate Readers
Applicable To: All Sworn Employees		
Approval Authority: Colonel Arthur Ealum Jr.		
Signature:		

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Definitions

License Plate Reader (LPR): An investigative tool that consists of two (2) or 3 (three) digital cameras inside of an enclosed housing, a processor unit, computer and computer software used to automatically recognize and interpret the characters on vehicle license plates.

LPR System: The LPR(s) in combination with backend web-based software used to access data captured by the LPR(s) and stored in a CJIS compliant cloud server.

LPR Administrator: A rated officer designated by the Chief of Police or his/her designee who is responsible for the assignment, inventory, maintenance and oversight of the LPR system. The LPR administrator will serve as the point of contact for any technical issues that arise.

LPR Operator: A sworn officer that has been trained in the operation and use of the LPR system.

Hot List: A list created to identify specific vehicles based on make, model, color, registration and/or entry into the National Crime Information Network (NCIC). Multiple authorized LPR operators can be added to each hot list. Custom hot lists can be created to seek specific vehicles.

Alert(s): A notification provided to an LPR operator when a vehicle matching the criteria entered into a hot list is observed. Alerts are automatically stored in the LPR database with options to have SMS and/or email alerts.

Policy

It is the policy of the Owensboro Police Department to incorporate license plate readers as an investigative tool to increase the department's ability to detect violations of law, recover stolen property, apprehend fugitives, assist with investigations and assist with other law enforcement functions. Employees will use LPRs in accordance with the procedures herein.

Purpose

The use of license plate reader technology (LPR) has been shown to be an effective investigative tool for law enforcement agencies. LPRs will be administered in a manner that is compliant with local, state and federal law.

Procedures

The LPR administrator will ensure that all LPR operators have received training on the use of the LPR software, website and other relevant technology associated with the LPR system. The LPR operators will ensure that use of the LPR system causes no greater intrusion on privacy interests than is necessary to carry out the mission of the Owensboro Police Department in accordance with the law. To accomplish this primary goal the Owensboro Police Department will follow the procedures herein:

A. LPR System

LPR system will include multiple stand-alone LPRs that consist of cameras and a power-source. The number of LPRs in operation and their location at any given time is at the discretion of the Chief of Police or his/her designee.

1. The LPRs may be permanently mounted on a fixed object (i.e. telephone pole), on a steel pole designed specifically for the LPR to be positioned in a desirable location and/or permanently affixed to a Speed Monitoring Awareness Radar trailer (S.M.A.R.T.)

2. The LPRs will receive power through an attached solar panel or through a direct wired power source if solar power is not available or sufficient based on location of the LPR.

3. LPRs shall be mounted in a direction as to face the rear license plate of the vehicles after they have passed by the location of the LPR. LPRs shall be mounted in a position that leads to the lowest potential to capture images of the front of a vehicle and/or the faces of the driver or occupant of vehicles.

B. Use of the LPR System

1. The LPR System will be available for use by sworn members of the Owensboro Police Department only. Prior to using the LPR system, officers will complete approved training and demonstrate proficiency in the operation of the LPR system.

2. The LPR system shall only be used in the performance of official law enforcement related duties. LPR operators will ensure they are logged into the LPR system under the username assigned to them.

3. Officers will have access to the NCIC hotlists, the search feature and view rights to custom hotlists designated to the Patrol Division or shared by the Criminal Investigations Division. Any officer utilizing the search feature will enter the relevant case number as their reason for conducting the search.

4. Any officer that wishes to have a vehicle entered into a custom hotlist will contact his or her immediate supervisor with this request. Supervisors will determine if the officer's request is reasonable and may enter the vehicle information into a custom hotlist.

5. Detectives assigned to the Criminal Investigations Division will be authorized to enter a vehicle registration and/or vehicle description into a custom hotlist if the detective has reasonable suspicion to believe the car is directly associated with a person being sought, officer informational alert or criminal activity.

6. Detectives assigned to the Criminal Investigations Division will be authorized to use the search feature. Detectives will enter the relevant case number as their reason for conducting the search.

7. In the event an officer/detective receives a confirmed alert on any vehicle entered into a hotlist, the investigating officer/detective will be responsible for confirming the alert is downloaded and entered in SceneDoc under the appropriate case number within (30) days of the alert. These actions will be documented in the case report.

8. Vehicles and/or registrations entered into custom hot lists will be removed immediately after it is determined there is no longer a legitimate law enforcement purpose for having that vehicle and/or registration entered. It shall be the responsibility of the investigating officer/detective to ensure the removal of entered vehicles and/or registrations.

9. No officer is authorized to detain an individual based on data from the LPR system unless the officer has reasonable suspicion that such person is involved in criminal activity.

10. No officer is authorized to make an arrest based solely on data from the LPR system unless the officer has probable cause that such person has committed a criminal offense.

11. No data collected by the LPR system may be released to any outside law enforcement agency without authorization from the Chief of Police or his/her designee.

C. Data Security and Access:

1. The Owensboro Police Department will partner with LPR system vendors that utilize CJIS compliant cloud storage (i.e. AWS, Google, etc.)

2. Access to the LPR system and any data stored shall require credentials provided by the LPR Administrator.

3. Access to the LPR system shall be limited to use for official law enforcement purposes. Any unauthorized use of the LPR system may result in an LPR operator's access being revoked.

D. Data Storage and Retention:

1. All data collected from the LPR system including images, dates and times will be stored via a cloud-based storage platform.

2. Data will be retained for 30 days. Any data collected by the LPR system will automatically purge from the system after 30 days.

3. If data is determined to be relevant to an existing criminal case, the investigating LPR operator shall download the relevant data.

4. LPR data associated with an arrest or criminal investigation must be included with the case file associated with the investigation and must be retained for the maximum period of time associated with such record.

5. Requests for LPR data records shall be handled in compliance with The Open Records Act of 1976 outlined in KRS 61.870 to KRS 61.884. All requests for LPR data records shall be forwarded to the Records Division of the Owensboro Police Department.

E. Maintenance / LPR Administrator Responsibilities:

1. The LPR Administrator shall be responsible for monthly inspections of the LPR system and shall report any issues of the following nature to the LPR vendor:

   a. LPR Angle Checks
   b. LPR Lens Damage/Distortion
   c. GPS Accuracy
   d. Hot List Verification
   e. Alert Performance

2. The LPR Administrator will also report any issues degrading the functionality of the LPR system to the LPR vendor prior to or after these monthly inspections if deemed necessary for the continued successful operation of the system.

3. The LPR Administrator will assess the current location of each LPR on an annual basis to determine if the current location is optimal to meeting the goals of the Owensboro Police Department. This assessment will be presented to the Chief of Police or his/her designee for consideration.

4. The LPR Administrator will conduct quarterly audits to ensure departmental compliance of the authorized use of the LPR system.